



PATENT

Atty. File No. 17236A USA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re/                      Application of  
Terry Patrick Brown, William Sean Ring, Ching-Long Jiang,  
Randall B. Wilson, Mark S. Soler, John Baker Breedis and Richard Anderson  
Application No. 09/982,382                      Group No. Not Yet Assigned  
Filed October 18, 2001                      Examiner Not Yet Assigned  
Method for Fabricating Fiducials for  
Passive Alignment of Opto-Electronic Devices  
Attorney Docket No. 17236A USA

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**Certificate of Mailing by First Class Mail**

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Office of Petitions, Attn: Irvin Dingle, Commissioner for Patents, Box DAC, Washington, DC 20231

Date: September 24, 2002

  
Lois Shatz

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Attn: Irvin Dingle  
Office of Petitions  
Commissioner for Patents  
Box DAC  
Washington, DC 20231

**DECLARATION UNDER 35 U.S.C. § 116**

I, Stephen J. Driscoll, am an attorney for the applicants, and declare as follows:

**PATENT**

**Atty. File No. 17,586A USA**

1. Bradley S. Levin and Joseph L. Vandenberg are co-inventors named in the above-referenced application and each is party to Intellectual Property Agreements (the "Agreements") with AMP Incorporated (now TYCO Electronics) and its affiliates.

2. True and correct copies of the Agreements are attached hereto as Exhibit A.

3. Pursuant to the Agreements, Messrs. Levin and Vandenberg have an obligation to assign to AMP Incorporated, and its successors in interest, any and all patent rights they may have in and to the above-referenced patent application. See Agreements at Paragraph 4.

4. Pursuant to paragraph 4 of the Agreements, several requests have been made of Messrs. Levin and Vandenberg to execute a Declaration under 35 U.S.C. § 116 and 37 C.F.R. § 1.47(a).

5. On December 5, 2001, we provided to Messrs. Levin and Vandenberg a Declaration under 35 U.S.C. § 116 and 37 C.F.R. § 1.47(a) to their last known addresses via Federal Express. Copies of our transmittal letters to Messrs. Levin and Vandenberg are attached hereto as Appendix B.

6. On February 26, 2002, we called Messrs. Levin and Vandenberg. We were unable to reach Mr. Levin by telephone as the number we had was incorrect. A voice mail messages was left for Mr. Vandenberg. A copy of our file Memorandum of February 26, 2002 containing this information is attached hereto as Appendix C.

7. On February 28, 2002, we sent transmittal letters to Messrs. Levin and Vandenberg with another Declaration under 35 U.S.C. § 116 and 37 C.F.R. § 1.47(a). Copies of said letters are attached hereto as Appendix D.

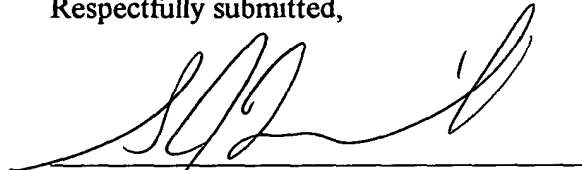
**PATENT**

**Atty. File No. 17,586A USA**

8. On May 9, 2002, we again called Messrs. Levin and Vandenberg. A voice mail messages was left for Mr. Levin. We spoke with Mrs. Vandenberg who said that she would have Mr. Vandenberg return the call. A copy of our file Memorandum of May 9, 2002 containing this information is attached hereto as Appendix E. We have received no return phone calls.

9. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this Declaration is directed.

Respectfully submitted,



Stephen J. Driscoll  
Attorney for Applicants  
Registration No. 37,564

Dated: September 23, 2002

:mdb

Enclosures

Synnestvedt & Lechner LLP  
2600 Aramark Tower  
1101 Market Street  
Philadelphia, PA 19107  
Telephone: 215-923-4466  
Facsimile: 215-923-2189

Any deficiency in fees, or any overpayment associated with this Communication should be charged to Deposit Account #19-5425. A copy of this Communication is enclosed for charging purposes.

Respectfully submitted,

SYNNESTVEDT & LECHNER LLP

Date: September 23, 2002

By: 

Stephen J. Driscoll  
Attorney of Record  
Registration No. 37,564

Tyco Technology Resources  
4550 New Linden Hill Road  
Suite 450  
Wilmington, DE 19808  
Telephone: 302-633-2763  
Facsimile: 302- 633-2776

mdb

Enclosures

## INTELLECTUAL PROPERTY AGREEMENT

It is recognized by the undersigned that by reason of being employed by AMP INCORPORATED (which together with any affiliated company is herein called "Company"), he or she may create or develop intellectual property (including inventions, ideas, discoveries, trade secrets and copyrightable works) resulting from or arising out of the work performed by the undersigned within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or resulting from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company. In consideration of employment by the Company and of the special opportunities for advancement which may come from such creative work, the undersigned hereby acknowledges the sufficiency of said consideration and assumes, and will carry on his or her employment under the following continuing obligations:

- (1) During the period of said employment, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed, conceived or reduced to practice by the undersigned either solely or jointly with others resulting from or arising out of the work performed by the undersigned, within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or which results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (2) Upon termination of said employment, for a period of two (2) years after termination, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed or conceived by the undersigned either solely or jointly with others, wherever such intellectual property reasonably results from the work performed by the undersigned during employment by the Company within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (3) The undersigned agrees to hold all such intellectual property as described in Paragraphs (1) and (2) above for the benefit of the Company and not to assign nor attempt to assign any rights therein to anyone else.
- (4) The undersigned agrees to assign to the Company upon its request and without further compensation all rights, title and interest in such intellectual property as described in Paragraphs (1) and (2) above at any time whether during or subsequent to his or her period of said employment. The undersigned agrees to execute and deliver in a prompt manner all proper documents provided by the Company and presented to the undersigned including those necessary and attendant to domestic and foreign patent applications including but not limited to divisional, continuation, continuation-in-part, substitute and/or reissue applications, and all other instruments for the perfection of intellectual property rights including related registrations of issued patents, design patent applications and registrations, applications for utility models and industrial models and copyrights, as well as formal assignments thereof.
- (5) The Company will pay reasonable out-of-pocket expenses incurred by the undersigned in perfecting the Company's rights as they relate to assisting the Company in all proper ways in the acquisition and preservation of the rights to such intellectual property as described in Paragraph (4) above.
- (6) All of the covenants and provisions herein contained are severable; in the event that any of said covenants or provisions shall be held by any court of competent jurisdiction to be invalid or unenforceable, this agreement shall be construed as if any such invalid or unenforceable covenant or provision were not herein contained.
- (7) The undersigned covenants that there are no unpatented inventions, discoveries, ideas or information to be withheld from operation of this agreement except items as listed on the reverse side of this sheet and there approved by an authorized representative of the Company.
- (8) This agreement is separate from and does not replace or alter the Confidentiality Agreement between the Company and the undersigned.

Intending to be legally bound, the undersigned has executed this agreement on the date indicated below.

Signed Joseph J. Vandenberg (Seal)

Name (printed) JOSEPH J. VANDENBERG

Date 1/18/99

Witness Thomas Miller

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- (2) Upon termination of said employment, for a period of two (2) years after termination, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed or conceived by the undersigned either solely or jointly with others, wherever such intellectual property reasonably results from the work performed by the undersigned during employment by the Company within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (3) The undersigned agrees to hold all such intellectual property as described in Paragraphs (1) and (2) above for the benefit of the Company and not to assign nor attempt to assign any rights therein to anyone else.
- (4) The undersigned agrees to assign to the Company upon its request and without further compensation all rights, title and interest in such intellectual property as described in Paragraphs (1) and (2) above at any time whether during or subsequent to his or her period of said employment. The undersigned agrees to execute and deliver in a prompt manner all proper documents provided by the Company and presented to the undersigned including those necessary and attendant to domestic and foreign patent applications including but not limited to divisional, continuation, continuation-in-part, substitute and/or reissue applications, and all other instruments for the perfection of intellectual property rights including related registrations of issued patents, design patent applications and registrations, applications for utility models and industrial models and copyrights, as well as formal assignments thereof.
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- (7) The undersigned covenants that there are no unpatented inventions, discoveries, ideas or information to be withheld from operation of this agreement except items as listed on the reverse side of this sheet and there approved by an authorized representative of the Company.
- (8) This agreement is separate from and does not replace or alter the Confidentiality Agreement between the Company and the undersigned.

Intending to be legally bound, the undersigned has executed this agreement on the date indicated below.

Signed Bradley (Seal)

Name (printed) Bradley Scot Levin

Date 1/18/99

Witness [Signature]

CHARLES H. LINDROOTH  
ALEXIS BARRON  
JOSEPH F. POSILICO  
BRYNA S. SILVER  
GARY A. HECHT  
THEODORE NACCARELLA  
LISA B. LANE  
STEPHEN J. DRISCOLL  
JOSHUA R. SLAVITT  
MARK D. SIMPSON  
PATRICK J. KELLY, PH. D.  
PETER J. BUTCH III\*  
JOHN A. CHIONCHIO, P.E.  
GREGORY S. BERNABEO  
STEPHEN J. WEED  
BRETT T. FREEMAN  
GENE J. YAO  
CHRISTOPHER P. DAHLING\*\*  
ESTHER H. CHONG\*\*\*  
ERIC FISCHER, PH.D.\*\*\*\*  
  
JONATHAN M. DERMOTT, PH.D.  
SCIENTIFIC ADVISOR

\* ADMITTED IN NJ  
\*\* ADMITTED IN IL  
\*\*\* ADMITTED IN VA  
\*\*\*\* ADMITTED IN CO

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[www.synnlech.com](http://www.synnlech.com)

PAUL SYNNESTVEDT (1897-1950)  
HARVEY L. LECHNER (1909-1954)

OF COUNSEL  
MARTIN F. SAVITZKY

December 5, 2001

4464 7486 2793

VIA FEDERAL EXPRESS

Bradley S. Levin  
37073 Magnolia Street, #205  
Newark, California 94560

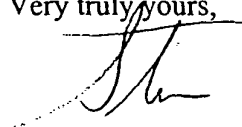
Re: Optoelectric Module for Multi-Fiber Arrays  
S&L File No. P24,015-A USA  
TWC Reference No. 17586-A USA  
U.S. Application No. 09/901,293

Dear Mr. Levin:

Enclosed herewith for your signature in connection with the above-identified case is a Declaration and Power of Attorney for Patent Application. Please sign and date the Declaration where indicated and return it to us in the enclosed prepaid, self-addressed Federal Express envelope as soon as possible so that we may file it with the U.S. Patent and Trademark Office.

As always, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

  
Stephen J. Driscoll

SJD/dl  
Enclosures

M:\SDriscoll\Whitaker\24015-A USA\Ltr to B. Levin re execution of dec.wpd

4464 7486 2808

CHARLES H. LINDROOTH  
ALEXIS BARRON  
JOSEPH F. POSILICO  
BRYNA S. SILVER  
GARY A. HECHT  
THEODORE NACCARELLA  
LISA B. LANE  
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JOSEPH M. IMHOF  
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PATENT AGENT

\*ADMITTED IN NJ  
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HARVEY L. LECHNER (1909-1954)

OF COUNSEL  
MARTIN F. SAVITSKY

December 5, 2001

4464 7486 2716

Joseph L. Vandenberg  
415 N. Lark Ellen Avenue  
West Covina, California 91791

VIA FEDERAL EXPRESS


Re: Optoelectric Module for Multi-Fiber Arrays  
S&L File No. P24,015-A USA  
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Stephen J. Driscoll

SJD/dl  
Enclosures

M:\SJD\Driscoll\Whitaker\24015-A USA\Ltr to J. Vandenberg re execution of dec. wpd

4464 7486 2727



# Memorandum

**TO:** S&L File No. P24015-A USA  
**FROM:** DL  
**CC:**  
**DATE:** February 26, 2002  
**SUBJECT:** Inventors contact information/Status of executed Declarations

---

Mike O'Toole

408-781-0008 (cell) - **Called 2/26/02 at 2:45 pm. Heading into meeting. Call back**  
408-971-1469 (fax)

Phil Edwards

408-578-1120 (home) - **Called 2/26/02 at 2:47 pm and left a message.**  
408-710-1118 (cell) - **Called 2/26/02 at 2:51 and left a message.**  
408-578-9047 (fax)

Brad Levin

650-224-0704 (cell) - **Wrong number. Need to find correct contact information.**  
707-885-1510 (fax)

Lee Xu - **Have executed Declaration.**

408-718-5418 (cell)  
650-919-6104 or 408-996-7751 (fax)

Joe Vandenberg

626-966-3068 (phone) - **Called 2/26/02 at 2:56 pm and left a message.**  
626-967-3828 (fax)

Joe Markham - **Have executed Declaration.**

973-872-6672 (phone)

CHARLES H. LINDROOTH  
ALEXIS BARRON  
JOSEPH F. POSILLICO  
BRYNA S. SILVER  
GARY A. HECHT  
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\*ADMITTED IN NJ  
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PAUL SYNNESTVEDT (1897-1950)  
HARVEY L. LECHNER (1909-1954)

OF COUNSEL  
MARTIN F. SAVITZKY

February 28, 2002

Bradley S. Levin  
37073 Magnolia Street, #205  
Newark, California 94560

VIA FEDERAL EXPRESS

Re: Optoelectric Module for Multi-Fiber Arrays; and  
Transceiver for LC Connector  
S&L File Nos. P24,015-A USA and P24,386-A USA  
U.S. Patent Application Nos. 09/901,293 and 10/034,792

Dear Mr. Levin:

Enclosed herewith for your reference in connection with the above-identified patent applications are Declarations and Power of Attorneys for your signature.

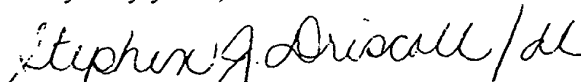
In connection with Application No. 09/901,293, you may recall that we originally sent you the Declaration on December 5, 2001. We have yet to receive an executed copy of this declaration. Accordingly, enclosed herewith is another declaration for your signature.

In connection with Application No. 10/034,792, which is directed at your LC transceiver design, again, please sign and date the Declaration where indicated.

Please return both signed and dated declarations to us in the enclosed prepaid, self-addressed Federal Express envelope as soon as possible. Also enclosed for your reference are copies of both applications as filed.

As always, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

  
Stephen J. Driscoll

SJD/dl  
Enclosures

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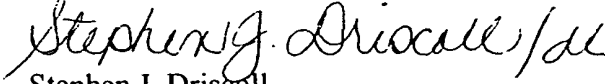
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